

The Honorable Robert J. Bryan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor,

Plaintiff,

V.

GUARDIAN ROOFING LLC, a Washington limited liability company; MATTHEW SWANSON, an individual; LORI SWANSON, an individual; and AARON SANTAS, an individual,

Defendants.

Case No. 3:15-cv-05623-RJB

CONSENT JUDGMENT

Plaintiff Thomas E. Perez, the United States Secretary of Labor, and Defendants Guardian Roofing LLC, Matthew Swanson, Lori Swanson and Aaron Santas have agreed to resolve the matters in controversy in this civil action and stipulate to the entry of this Consent Judgment on the following terms:

I. LIABILITY

1. The Secretary filed a Complaint alleging that Defendants violated Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. §§ 215(a)(2) and 215(a)(5).

2. Defendants acknowledge receipt of the Secretary's Complaint and have appeared in this matter through counsel.

3. The Secretary and Defendants waive Findings of Fact and Conclusions of Law.

4. Defendants admit that the Court has jurisdiction over the parties and subject matter of this civil action and that venue lies in the District Court for the Western District of Washington.

5. Defendants and the Secretary agree to the entry of this Consent Judgment without contest.

1 6. Defendants acknowledge that they and any individual or entity acting on their behalf
2 or at their direction have notice of, and understand, the provisions of this Consent Judgment.

3 7. Defendants admit that during the period of March 1, 2011 through February 28, 2014,
4 they failed to maintain records of the time certain employees spent working at the yard at the
5 beginning of their work day, traveling from the yard to the first worksite, and traveling from the last
6 worksite to the yard. Defendants understand that this practice violates the FLSA's recordkeeping
7 provisions, FLSA Sections 11 and 15(a)(5), which require an employer to maintain accurate records
8 of all hours worked by its employees.

9 8. Defendants admit that during the period of March 1, 2011 through February 28,
10 2014, they failed to pay certain employees for the time spent working at the yard at the beginning of
11 their work day, traveling from the yard to the first worksite, and traveling from the last worksite to
12 the yard. Defendants understand that this practice violates the FLSA's overtime provisions in those
13 workweeks where the employees worked over 40 hours. These provisions, FLSA Sections 7 and
14 15(a)(2), require an employer to pay employees at a rate of time and one-half their regular rate for all
15 hours worked over 40 in a workweek.

16 9. Defendants understand and acknowledge that they must pay for, and record, the time
17 that all employees work after their work day has begun. Once the employee's work day has begun,
18 the employer must continue paying the employee unless the employee is completely relieved from
19 duty and the time period is long enough to enable the employee to use the time for her/her own
20 purposes.

21 10. Defendants understand and expressly acknowledge that demanding or accepting any
22 of the monies due to any current or former employees under this Consent Judgment, threatening any
23 employee for accepting monies due under this Consent Judgment, or threatening any employee for
24 exercising any of his or her rights under or related to the FLSA is specifically prohibited and may
25 subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

26 11. Nothing herein is intended to constitute or should interpreted as constituting a finding
27 that Defendants willfully violated the FLSA

1 **II. INJUNCTION**

2 It is therefore, upon motion of the attorneys for the Secretary, and for cause shown,
3 HEREBY ORDERED, ADJUDGED, AND DECREED that, under Section 17 of the FLSA, 29
4 U.S.C. § 217, Defendants and their officers, agents, servants, employees, and all persons in active
5 concert or participation with them, are permanently enjoined and restrained from violating the
6 provisions of the FLSA, in any of the following manners:

7 1. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§
8 207 and 215(a)(2), pay any of their roofer employees who in any workweek are engaged in
9 commerce or the production of goods for commerce, or who are employed in an enterprise engaged
10 in commerce or in the production of goods for commerce, within the meaning of the FLSA, less than
11 time and one-half the employees' regular rate for hours worked in excess of 40 hours in the
12 workweek. For purposes of this provision, "hours worked" includes time spent performing work
13 (including attending meetings) at the yard at the beginning or end of the day, as well as travel time
14 spent between the commencement of the employee's first principal activity of the day and the
15 completion of the employee's last principal activity of the day. "Hours worked" also includes any
16 time employees are required to be present at the yard.

17 2. Defendants shall not fail to make, keep, and preserve accurate records of the wages,
18 hours, and other work conditions and practices of each and every employee who performs any work
19 for any Defendant as required by FLSA Section 11(c), 29 U.S.C. § 211(c).

20 3. Each pay period, Defendants shall prepare and present to each roofer employee a
21 statement of the hours the employee worked each day, week and pay period. Along with the
22 statement, Defendants shall present each roofer employee with both English and Spanish versions of
23 the Notice of Employee Rights, attached as **Exhibit C**. Defendants shall have each roofer employee
24 review and sign his or her statement, encouraging each employee to make any necessary corrections
25 to ensure that the time record is accurate. Defendants shall maintain copies of all signed statements
26 for a period of two years for inspection by the U.S. Department of Labor at any time. Defendants
27 shall also permit any employee to review his or her statements at any time. The obligations in this
28 paragraph shall continue for a period of three years from the entry of this consent judgment.

1 4. Within thirty (30) calendar days of the date of entry of this Consent Judgment,
2 Defendants shall post both English and Spanish versions of the Notice of Employee Rights, attached
3 as **Exhibit C**, in at least five prominent locations at each of Defendants' facilities (for example, near
4 the facility's front door, at the time clock, where employees commonly take meal breaks, or inside
5 employee restrooms), and inside each company-owned van used to transport workers between the
6 company yard and worksites. Defendants shall maintain these postings in good condition for a
7 period of three years from the entry of this consent judgment.

8 5. Within six months of the date that Defendants sign this Consent Judgment, or as soon
9 as thereafter practicable given Wage and Hour Division representatives' availability, Defendants
10 shall permit representatives from the Wage and Hour Division to conduct a training session of a
11 reasonable duration for all individuals performing work for Defendants. Defendants shall also be
12 present at said training, which shall cover the compensable time for which employees shall receive
13 pay. Topics to be covered by Wage and Hour during said training shall include, but are not limited
14 to: minimum wage, overtime, recordkeeping provisions of the FLSA and specific considerations
15 relating to the compensability of travel time, the time employees spend working at the yard at the
16 beginning and end of their workdays and the "continuous workday" doctrine. The time spent by
17 Defendants' employees at this training will be compensable time for which employees shall receive
18 pay.

19 6. On at least an annual basis, Defendants shall hire an independent third party subject
20 to DOL approval to conduct supervisor training at each location as to the requirements of the FLSA.
21 The training shall be for one session of not less than one hour with an opportunity for questions and
22 answers. All supervisors as well as the individuals who determine the employees' pay or schedules
23 or who prepare payroll shall attend this training. Defendants shall maintain documentation of these
24 trainings for a period of four years and provide it to representatives of the Secretary of Labor upon
25 their request. This provision shall be in effect for a period of four years from the date entry of this
26 Judgment by the Court.

27 7. The filing, pursuit, and/or resolution of this proceeding with the filing of this Consent
28 Judgment shall not act as or be asserted as a bar to any action under Section 16(b) of the FLSA, 29

1 U.S.C. § 216(b), as to any employee not named on **Exhibit A** attached hereto, nor as to any
2 employee named on Exhibit A for any period not specified herein for the back wage recovery
3 provisions.

4 **III. MONIES DUE**

5 1. IT IS FURTHER ORDERED that Defendants, jointly and severally, shall not
6 withhold payment of \$105,000, which represents the unpaid FLSA overtime wages hereby found to
7 be due for the period of March 1, 2011 through February 28, 2014, to those current and former
8 employees of Defendants named in Exhibit A, attached hereto and made a part hereof, in the
9 amounts set forth therein.

10 2. IT IS FURTHER ORDERED and ADJUDGED that Plaintiff shall have and recover
11 from Defendants, jointly and severally, the additional amount of \$105,000 as FLSA liquidated
12 damages hereby found to be due for the period of March 1, 2011 through February 28, 2014 to those
13 current and former employees of Defendants named in Exhibit A, attached hereto and made a part
14 hereof, in the amounts set forth therein, pursuant to authority expressly provided in Section 16(c) of
15 the FLSA, 29 U.S.C. § 216(c).

16 3. Defendants, and any individual or entity acting on their behalf or at their direction,
17 shall not request, solicit, suggest, or coerce, directly, or indirectly, any employee to return or to offer
18 to return to Defendants or to someone else for Defendants, any monies in the form of cash, check, or
19 any other form, for wages previously due or to become due in the future to said employee under the
20 provisions of this Consent Judgment or the FLSA; nor shall Defendants accept, or receive from any
21 employee, either directly or indirectly, any monies in the form of cash, check, or any other form, for
22 wages heretofore or hereafter paid to said employee under the provisions of this Consent Judgment
23 or the FLSA; nor shall Defendants discharge or in any other manner discriminate, solicit or
24 encourage anyone else to discriminate, against any such employee because such employee has
25 received or retained monies due to him or her from Defendants under the provisions of this Consent
26 Judgment or the FLSA.

27 4. FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to Section 16(c) of the
28 FLSA, in favor of the Secretary as a judgment owed to the United States of America and against

1 Defendants, jointly and severally, in the total amount of \$210,000, which is comprised of unpaid
2 overtime compensation owed by Defendants and an additional equal amount as liquidated damages,
3 as specified above.

4 **IV. PAYMENT**

5 1. Within 30 days of signing this Consent Judgment, Defendants shall deliver to the
6 Wage and Hour Division, United States Department of Labor, Attn: District Director Jeanette
7 Aranda, U.S. Department of Labor, Wage and Hour Division, 300 5th Avenue, Suite 1130, Seattle,
8 WA 98104, a schedule containing: (1) the employer's name, employer identification number(s),
9 addresses and telephone numbers, and (2) for each employee listed in the attached Exhibit A, if
10 known, the employee's last known home address, Social Security number, home telephone number,
11 mobile telephone number and gross amount of back wages as listed in the attached Exhibit A.

12 2. Defendants shall make the payments required by this Consent Judgment as follows:

13 a. Within 30 days of entry of this Judgment, Defendants shall transmit a certified
14 or cashier's check or money order, payable to the order of "Wage & Hour Div.-Labor" in the amount
15 of \$50,000. Defendants shall note on the remittance that it is allocated to "LDs."

16 b. Starting on August 1, 2016, and then again on the first of each month,
17 Defendants shall make the payments in accord with the payment schedule attached as Exhibit B.

18 3. All payments shall be delivered to the Wage and Hour Division, United States
19 Department of Labor, Attn: District Director Jeanette Aranda, U.S. Department of Labor, Wage and
20 Hour Division, 300 5th Avenue, Suite 1130, Seattle, WA 98104, on or before the date the payment
21 is due.

22 4. In the event of a default in the timely making of any of the payments specified herein,
23 the full gross amount outstanding due under this Consent Judgment, plus post-judgment interest at
24 the rate of 10% per year (the "Default Interest Rate") from the date of the entry of this Consent
25 Judgment until the full amount of this Consent Judgment is paid in full, shall become immediately
26 due and payable directly to the U.S. Department of Labor by certified check to the Wage and Hour
27 Division ("Wage and Hour"). The Default Interest Rate shall not apply to the payments described in
28 Section IV.2.a-b of this Agreement unless a default has occurred. For the purposes of this

paragraph, a “default” is deemed to occur if payment is not delivered within five (5) calendar days of the due date.

5. The Secretary shall distribute the payments to the persons named in the attached Exhibit A, or to their estates if that be necessary, in his sole discretion, and any monies not so paid within a period of three (3) years from the date of its receipt, because of an inability to locate the proper persons or because of their refusal to accept it, shall be then deposited in the Treasury of the United States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c). The Secretary shall make required legal deductions for the employee's portion of Social Security and federal income tax withholding, and remit these amounts to the appropriate agencies.

6. Each party shall bear all fees and other expenses (including court costs) incurred by such party in connection with any stage of this proceeding to date.

IT IS ORDERED that the parties to this action shall comply with the terms of this Consent Judgment;

IT IS ORDERED that this Court shall retain jurisdiction of this action for purposes of enforcing compliance with the terms of this Consent Judgment.

DATED this 11th day of July, 2016.

Robert J. Bryan

ROBERT J. BRYAN
United States District Judge

Presented by:

Dated: July 6, 2016

M. PATRICIA SMITH
Solicitor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Counsel for FLSA

/s/ Brian J. Schmidt
BRIAN J. SCHMIDT
Trial Attorney

UNITED STATES DEPARTMENT OF LABOR
Attorneys for Plaintiff

1
2 Dated: 7/7/16

S / _____
3 Matthew Swanson, Defendant

4 Dated: 7/7/16

S / _____
5 Lori Swanson, Defendant

6 Dated: 7/7/16

S / _____
7 Aaron Santas, Defendant

8 Dated: 7/7/16

9 LANE POWELL PC

10 By: S / _____
11 Charles P. Rullman, III
12 Attorneys for All Defendants

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	Employee	Covered Dates of Employment	Back Wages (\$)	Liquidated Damages (\$)	Total (\$)
1	Alumbaugh, Jacob	11/10/2012 to 2/15/2013	325.00	325.00	650.00
2	Baker, James	3/2/2011 to 5/11/2012	2,964.00	2,964.00	5,928.00
3	Bautista Martinez, Victor	3/2/2011 to 2/28/2014	6,541.00	6,541.00	13,082.00
4	Beltran, Elmer	8/26/2013 to 9/10/2013	70.00	70.00	140.00
5	Brown, Joshua	3/2/2011 to 2/28/2014	2,330.00	2,330.00	4,660.00
6	Cain, Joshua	8/17/2013 to 2/28/2014	358.00	358.00	716.00
7	Calliham, Eric	3/2/2011 to 8/9/2013	378.00	378.00	756.00
8	Chavis, Greg	10/12/2013 to 2/28/2014	669.00	669.00	1,338.00
9	Clark, Aaron	11/16/2013 to 2/28/2014	376.00	376.00	752.00
10	Coombs, James	3/2/2011 to 4/20/2012	842.00	842.00	1,684.00
11	Coutcher, Dylen	10/5/2013 to 2/21/2014	150.00	150.00	300.00
12	Cruz, Fredi	3/2/2011 to 2/28/2014	4,858.00	4,858.00	9,716.00
13	Cruz, Juan	3/2/2011 to 2/28/2014	3,851.00	3,851.00	7,702.00
14	Ervin, Allen	1/26/2013 to 8/30/2013	1,005.00	1,005.00	2,010.00
15	Flannigan, Erik	6/15/2013 to 2/28/2014	403.00	403.00	806.00
16	Flores Menjivar, Miguel	8/31/2013 to 2/28/2014	593.00	593.00	1,186.00
17	Fullerton, Joshua	12/15/2012 to 7/26/2013	982.00	982.00	1,964.00
18	Garcia Alvarado, Roberto	8/10/2013 to 9/20/2013	84.00	84.00	168.00
19	Gomez, Cesar	5/28/2011 to 8/19/2011	344.00	344.00	688.00
20	Gonzales, Jeromy	8/17/2013 to 2/21/2014	129.00	129.00	258.00
21	Gonzalez, Joseph	3/2/2011 to 2/28/2014	2,279.00	2,279.00	4,558.00
22	Hammond, Troy	8/20/2011 to 10/28/2011	244.00	244.00	488.00

	Employee	Covered Dates of Employment	Back Wages (\$)	Liquidated Damages (\$)	Total (\$)
23	Hernandez, Jose	12/21/2013 to 2/28/2014	380.00	380.00	760.00
24	Hills, Joseph	3/2/2011 to 2/28/2014	2,242.00	2,242.00	4,484.00
25	Jackson, Carlton	3/19/2011 to 2/3/2012	559.00	559.00	1,118.00
26	Jaquez, Jaret	6/30/2012 to 7/19/2013	375.00	375.00	750.00
27	Jimenez Ramirez, Margarito	5/28/2011 to 10/4/2013	3,160.00	3,160.00	6,320.00
28	Karnson, Anthony	1/26/2013 to 6/28/2013	435.00	435.00	870.00
29	Kollar, Andrew	6/15/2013 to 8/30/2013	82.00	82.00	164.00
30	Lamont, Richard	3/9/2013 to 2/28/2014	1,013.00	1,013.00	2,026.00
31	Lawrence, Sam	8/6/2011 to 4/19/2013	1,077.00	1,077.00	2,154.00
32	Lemus Coria, Noe	3/2/2011 to 6/7/2013	5,822.00	5,822.00	11,644.00
33	Lemus Zuniga, Salvador	3/2/2011 to 2/28/2014	8,362.00	8,362.00	16,724.00
34	Lomax, Ronald	6/22/2012 to 11/16/2012	640.00	640.00	1,280.00
35	Marley, Christopher	5/7/2011 to 5/27/2011	35.00	35.00	70.00
36	Martinson, Bryce	8/27/2011 to 6/15/2012	453.00	453.00	906.00
37	McGregor, Adam	11/23/2013 to 2/28/2014	144.00	144.00	288.00
38	Munsch, Jeffrey	2/16/2013 to 11/1/2013	577.00	577.00	1,154.00
39	Murphy, Joseph	4/23/2011 to 2/28/2014	1,864.00	1,864.00	3,728.00
40	Nelson, Norman	10/15/2011 to 2/1/2013	1,196.00	1,196.00	2,392.00
41	Perry, Jesse	4/2/2011 to 5/6/2011	56.00	56.00	112.00
42	Pineda Flores, Noe	8/31/2013 to 2/28/2014	1,378.00	1,378.00	2,756.00
43	Powell, James	4/30/2011 to 5/27/2011	105.00	105.00	210.00
44	Reinick, Adam	8/25/2012 to 1/4/2013	349.00	349.00	698.00

Perez v. Guardian Roofing, LLC
Case No. 3:15-cv-05623-RJB (W.D. Wash.)
Exhibit A to Consent Judgment

	Employee	Covered Dates of Employment	Back Wages (\$)	Liquidated Damages (\$)	Total (\$)
45	Reyes, Francisco	3/12/2011 to 2/28/2014	7,677.00	7,677.00	15,354.00
46	Reyes, Jesus	3/2/2011 to 2/28/2014	3,250.00	3,250.00	6,500.00
47	Reyes, Luis	3/2/2011 to 7/29/2013	2,804.00	2,804.00	5,608.00
48	Rinehart, Simon	5/17/2013 to 6/21/2013	79.00	79.00	158.00
49	Roberts, David	4/13/2013 to 5/31/2013	100.00	100.00	200.00
50	Santiago, Antonio	11/9/2013 to 2/28/2014	804.00	804.00	1,608.00
51	Scamahorn, Ryan	3/2/2011 to 3/29/2013	2,031.00	2,031.00	4,062.00
52	Schwannecke, Edward	5/12/2012 to 1/11/2013	390.00	390.00	780.00
53	Shoopman, Steven	4/16/2011 to 2/28/2014	5,626.00	5,626.00	11,252.00
54	Smith, JR	3/2/2011 to 3/18/2011	46.00	46.00	92.00
55	Stone, Kyle	5/15/2013 to 7/19/2013	76.00	76.00	152.00
56	Tao, Peniamina	6/25/2011 to 3/9/2012	474.00	474.00	948.00
57	Taylor, Keith	12/1/2012 to 2/28/2014	2,332.00	2,332.00	4,664.00
58	Trujillo, Bulmaro	3/2/2011 to 6/28/2013	3,967.00	3,967.00	7,934.00
59	Velasquez Lozano, Jose	8/31/2013 to 2/28/2014	1,369.00	1,369.00	2,738.00
60	Wazdatskey, Joel	10/1/2011 to 2/24/2012	244.00	244.00	488.00
61	Williams, David	8/6/2013 to 11/1/2013	139.00	139.00	278.00
62	Zuniga, Alejandro	3/2/2011 to 10/5/2012	1,737.00	1,737.00	3,474.00
63	Zuniga, Faustino	3/2/2011 to 2/28/2014	3,853.00	3,853.00	7,706.00
64	Zuniga, Guillermo	3/2/2011 to 2/28/2014	2,861.00	2,861.00	5,722.00
65	Zuniga Ruiz, Victor	3/2/2011 to 2/28/2014	5,062.00	5,062.00	10,124.00
TOTAL:		105,000	105,000	210,000	

Payment No.	Due Date	Principal Due	Interest Due	Total Amount Due	Applied Toward
1	8/1/2016	\$4,379.97	\$133.33	\$4,513.30	Liquidated Damages
2	9/1/2016	\$4,383.62	\$129.68	\$4,513.30	Liquidated Damages
3	10/1/2016	\$4,387.27	\$126.03	\$4,513.30	Liquidated Damages
4	11/1/2016	\$4,390.93	\$122.37	\$4,513.30	Liquidated Damages
5	12/1/2016	\$4,394.58	\$118.72	\$4,513.30	Liquidated Damages
6	1/1/2017	\$4,398.25	\$115.05	\$4,513.30	Liquidated Damages
7	2/1/2017	\$4,401.91	\$111.39	\$4,513.30	Liquidated Damages
8	3/1/2017	\$4,405.58	\$107.72	\$4,513.30	Liquidated Damages
9	4/1/2017	\$4,409.25	\$104.05	\$4,513.30	Liquidated Damages
10	5/1/2017	\$4,412.93	\$100.37	\$4,513.30	Liquidated Damages
11	6/1/2017	\$4,416.60	\$96.70	\$4,513.30	Liquidated Damages
12	7/1/2017	\$4,420.28	\$93.02	\$4,513.30	Liquidated Damages
13	8/1/2017	\$4,423.97	\$89.33	\$4,513.30	Liquidated Damages / Back Wages
14	9/1/2017	\$4,427.65	\$85.65	\$4,513.30	Back Wages
15	10/1/2017	\$4,431.34	\$81.96	\$4,513.30	Back Wages
16	11/1/2017	\$4,435.04	\$78.26	\$4,513.30	Back Wages
17	12/1/2017	\$4,438.73	\$74.57	\$4,513.30	Back Wages
18	1/1/2018	\$4,442.43	\$70.87	\$4,513.30	Back Wages
19	2/1/2018	\$4,446.13	\$67.17	\$4,513.30	Back Wages
20	3/1/2018	\$4,449.84	\$63.46	\$4,513.30	Back Wages
21	4/1/2018	\$4,453.55	\$59.75	\$4,513.30	Back Wages
22	5/1/2018	\$4,457.26	\$56.04	\$4,513.30	Back Wages
23	6/1/2018	\$4,460.97	\$52.33	\$4,513.30	Back Wages
24	7/1/2018	\$4,464.69	\$48.61	\$4,513.30	Back Wages
25	8/1/2018	\$4,468.41	\$44.89	\$4,513.30	Back Wages
26	9/1/2018	\$4,472.13	\$41.17	\$4,513.30	Back Wages
27	10/1/2018	\$4,475.86	\$37.44	\$4,513.30	Back Wages
28	11/1/2018	\$4,479.59	\$33.71	\$4,513.30	Back Wages
29	12/1/2018	\$4,483.32	\$29.98	\$4,513.30	Back Wages
30	1/1/2019	\$4,487.06	\$26.24	\$4,513.30	Back Wages
31	2/1/2019	\$4,490.80	\$22.50	\$4,513.30	Back Wages
32	3/1/2019	\$4,494.54	\$18.76	\$4,513.30	Back Wages
33	4/1/2019	\$4,498.29	\$15.01	\$4,513.30	Back Wages
34	5/1/2019	\$4,502.04	\$11.26	\$4,513.30	Back Wages
35	6/1/2019	\$4,505.79	\$7.51	\$4,513.30	Back Wages
36	7/1/2019	\$4,509.40	\$3.76	\$4,513.16	Back Wages
Total:		\$160,000	\$2,478.66	\$162,478.66	

Notice of Employee Rights

Under the Fair Labor Standards Act, you must be paid for all hours you work. This includes all time that you spend performing work (including attending meetings) at the yard at the beginning or end of the day. It also includes any travel time between when you first perform work at the beginning of the day and when you last perform work at the end of the day. It also includes any time you are required to be present at the yard. If you work more than 40 hours in a workweek, your employer must pay at least one and one-half times your regular rate of pay for all hours worked beyond 40. If you are not paid properly, you may file a complaint with the U.S. Department of Labor by calling 1-866-4US-WAGE.

You have the right to participate freely in any future investigation of or lawsuit against your employer by the U.S. Department of Labor. This means you have the right to speak with investigators or other officials from the Department of Labor and to testify truthfully and free from coercion, restraint, or intimidation. If Matthew Swanson, Lori Swanson, Aaron Santas, or anyone acting on their behalf approaches you regarding any investigation of your employer by the U.S. Department of Labor, you have the right not to speak to them. If you believe that anyone has interfered with your assertion of these rights, you may file a complaint with the U.S. Department of Labor by calling 1-866-4US-WAGE.

Aviso de los derechos de los trabajadores

Bajo la Ley de Normas Justas de Trabajo, a usted debe ser pagado por todas las horas que trabaje. Esto incluye todo el tiempo que pasa trabajando (incluyendo la asistencia a reuniones) en el shop al comienzo del día o al final del día. También incluye cualquier tiempo de viaje entre la primera vez que se realiza el trabajo al comienzo del día y la última vez que se realiza el trabajo al final del día. También incluye cada vez que sea necesario que esté presente en el shop. Si trabaja más de 40 horas en una semana laboral, su empleador tiene que pagar por lo menos tiempo y medio de su tasa regular de pago por todas las horas trabajadas en exceso de 40. Si no se pagan correctamente, usted puede presentar una queja con el Departamento de Trabajo de EE.UU. llamando a 1-866-4US-WAGE.

Usted tiene derecho a participar libremente en cualquier investigación futura o demanda contra su empleador por el Departamento del Trabajo de EE.UU. Esto significa que usted tiene derecho a hablar con los investigadores u otros funcionarios del Departamento de Trabajo y declarar sinceramente y libre de coerción, limitación o intimidación. Si Matthew Swanson, Lori Swanson, Aaron Santas o cualquier persona que actúe en su nombre se acerca a usted con respecto a esta investigación de su empleador por el Departamento del Trabajo de EE.UU., usted tiene el derecho de no hablar con ellos. Si usted cree que alguien ha interferido con sus derechos, usted puede presentar una queja con el Departamento de Trabajo de EE.UU. llamando a 1-866-4US-WAGE.